

DOUGLAS COUNTY, NV

2019-940153

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12/24/2019 12:40 PM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 19-01316-US-NV
Title Order No. : 191036531-NV-VOI

APN: 1318-15-714-019

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 04/08/2016, executed by Ryan Alan Miller and Erinn C. Miller, husband and wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Finance of America Mortgage LLC, its successors and assigns as beneficiary recorded 04/08/2016 as Instrument No. 2016-879159 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$279,837.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 12/01/2018 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

U.S. Bank National Association
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 800-449-2051 Ext. 8525800

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.


The Property Address: 200 Steel Drive , Zephyr Cove NV 89448

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 12/24, 2019

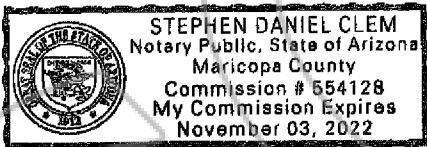
National Default Servicing Corporation, an Arizona Corporation, As Trustee for U.S. Bank
National Association


By: Connie Hernandez, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On Dec 24, 2019, before me, the undersigned, a Notary Public for said State, personally appeared Connie Hernandez, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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APN: 1318-15-714-019

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND
ELECTION TO SELL
[NRS § 107.080]**

Property Owners:
Ryan Alan Miller
Erinn C. Miller
Property Address:
200 Steel Drive
Zephyr Cove NV 89448

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix AZ 85020
Deed of Trust Document Instrument
Number
2016-879159

The affiant, Shawna M. McGahey, Officer, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit will be attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

National Default Servicing Corporation
Full Name

7720 N. 16th Street, Suite 300
Phoenix, Maricopa, AZ 85020
Street, City, County, State, Zip

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The full name and business address of the current holder of the note secured by the Deed of Trust is:

<u>U.S. Bank National Association</u>	<u>4801 Frederica Street Owensboro Daviss KY 42301</u>
Full Name	Street, City, County, State, Zip

The full name and business address of the current beneficiary of record of the Deed of Trust is:

<u>U.S. Bank National Association</u>	<u>4801 Frederica Street Owensboro Daviss KY 42301</u>
Full Name	Street, City, County, State, Zip

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

<u>U.S. Bank National Association</u>	<u>4801 Frederica Street Owensboro Daviss KY 42301</u>
Full Name	Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee, or an attorney representing any of those parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure the deficiency in performance or payment, avoid the exercise of the power of sale, and reinstate the terms and conditions of the underlying obligation or debt existing

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before the deficiency in performance or payment, as of the date of the written statement;

- b. the amount in default;
- c. the principal amount of the obligation or debt secured by the Deed of Trust;
- d. the amount of accrued interest and late charges;
- e. a good faith estimate of all fees imposed in connection with the exercise of the power of sale;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. The local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit is:

1 855-698-7627
Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada pursuant to chapter 692A of the Nevada Revised Statutes:

<u>Date</u>	<u>Recordation Number</u>	<u>Name of Assignee</u>
07/26/2017	2017-901882	U.S. Bank National Association

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6. The following is the true and correct signature of the affiant:

Dated this 23 day of December, 2019.

U.S. BANK NATIONAL ASSOCIATION

Signed by:

Shawna M. McGahey

Printed Name of Affiant:

Shawna M. McGahey, Officer

State of Kentucky
County of Daviess

The foregoing instrument was subscribed and sworn to before me this 12-23-19 (date) by Shawna M. McGahey, Officer of U.S. Bank National Association, a federally-chartered banking association, on behalf of U.S. Bank National Association.

Charity M Hood
(Signature of notary public)

(seal)

State at Large
(Title or rank)

CHARITY M HOOD
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires 10/11/21
ID # 588546

**DECLARATION OF COMPLIANCE
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): Ryan Alan Miller
Erinn Miller

Mortgage Servicer: U.S. Bank National Association
Property Address: 200 Steel Drive
Zephyr Cove NV 89448

T.S. No.: 19-01316-US-NV

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec. 11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
 - a. The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
 - b. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3)
 - c. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107 (SB 321/HOBR Sec. 7), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
 - d. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the Notice of Default to be recorded. All pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.


U.S. Bank National Association
Mortgage Servicer

Dated: 12-6-19

By: Shawna M. McGahey
Name (Print): Shawna M. McGahey
Title (Print): Officer

State of Kentucky
County of Davless

The foregoing instrument was subscribed and sworn to before me this 12-6-19 (date),
by Shawna M. McGahey, Officer of U.S. Bank National Association, a federally
chartered banking association, on behalf of U.S. Bank National Association.


(signature of notary public)

State at Large
(title or rank)

(seal)

CHARITY M HOOD
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires 10/11/21
ID # 688546